

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 4426 of 1997

For Approval and Signature:

Hon'ble MR.JUSTICE R.K.ABICHANDANI

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1. Whether Reporters of Local Papers may be allowed to see the judgements?
2. To be referred to the Reporter or not?
3. Whether Their Lordships wish to see the fair copy of the judgement?
4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder?
5. Whether it is to be circulated to the Civil Judge?

GAYATRI TRANSPORT SERVICE

Versus

STATE OF GUJARAT

Appearance:

M/S THAKKAR ASSOC. for Petitioner
MR. P.G. DESAI, G. P. for Respondent No. 1 & 2
TANNA ASSOCIATES for Respondent No. 3

CORAM : MR.JUSTICE R.K.ABICHANDANI

Date of decision: 26/08/97

ORAL JUDGEMENT

Rule. The learned counsel appearing for the

respondents waives service of rule and prays for taking the matter for final disposal.

The grievance of the petitioner is that though it had offered lower rates the contract for transportation of sugar has been given to the respondent No. 3. During the course of hearing, the petitioner and the respondent No. 3 have through their respective learned senior counsel stated that there is an understanding arrived at between these two parties that the petitioner whose previous contract has been extended upto 31.8.1997 will be allowed to do the work of transportation till 31.10.1997 at the rates on which the respondent No. 3 is awarded the contract from 1.9.1997 and on the strength of that contract. The respondent No. 3 will from 1.11.1997 start working under that contract which has been awarded upto 31.5.1998 to the respondent No. 3. Both the learned counsel have stated that both the parties have understood and are making statements before this court that the petitioner will be allowed to work under this contract which is given to the respondent No. 3 upto 31.10.1997 and thereafter from 1.11.1997 the respondent No. 3 will render services of transportation as per the contract for the rest of the period, and that the petitioner will not put up any claim in respect thereof from 1.11.1997.

In view of this workable arrangement arrived at between the two concerned parties, it is directed that under the rate contract which is given to the respondent No. 3 the petitioner will be allowed to do the transportation work and receive the payment at the rates mentioned in the contract given to the respondent No. 3 till 31.10.1997 and thereafter the respondent No. 3 to whom this contract has been given will do the work of transportation till 31.5.1998. For the period upto 31.8.1997 upto which the petitioners earlier contract has been extended, the petitioner will be paid as per the old rates. This petition is accordingly disposed of and rule is made absolute accordingly with no order as to costs.

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